



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR, OLC, LRE, FF

### **Introduction**

This hearing dealt with the tenant's application for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46 of the *Residential Tenancy Act* (the *Act*). The tenant also applied for an order directing the landlord to comply with the *Act* and to suspend or restrict the landlord's right to enter the rental unit.

The tenant did not attend this hearing, although I waited until 9:42 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m.

Rules 7.1 and 7.3 of the Rules of Procedure provides as follows:

**Commencement of the hearing** - The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The landlord) attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord acknowledged receipt of the Application for Dispute Resolution (Application) which was served to them in person. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the Application.

As the tenant disputed the 10 Day Notice on January 06, 2023, I find that the 10 Day Notice was duly served to the tenant in accordance with section 88 of the *Act*.

### **Issues(s) to be Decided**

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### **Background and evidence**

The tenant provided a copy of the signed 10 Day Notice dated January 05, 2023, identifying \$1,025.00 in unpaid rent with a stated effective date of January 15, 2023.

The landlord testified that the tenant is still currently in possession of the rental unit and has not made any payments towards the tenancy since the 10 Day Notice was issued.

### **Analysis**

**In the absence of any evidence or submissions from the applicant I order the Application dismissed, without liberty to reapply.**

Section 55(1) of the *Residential Tenancy Act* provides that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the *Act*. I find that the 10 Day Notice complies with section 52 of the *Act*. For these reasons, I grant a two-day Order of Possession to the landlord.

For these reasons, I grant a two (2) day Order of Possession to the landlord.

### **Conclusion**

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 28, 2023

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Residential Tenancy Branch